

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re:

Chapter 7

Case No.: 12-12211 (SMB)

DOROTHY R. PALMER,

Debtor.
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**ORDER AUTHORIZING, APPROVING AND DIRECTING
PAYMENT TO JPMORGAN CHASE BANK, N.A. AS SECURED LENDER TO
THE DEBTOR AND PAYMENT OF THE DEBTOR'S CLAIMED HOMESTEAD EXEMPTION**

Upon the Order entered on December 7, 2016, authorizing and approving Kenneth P. Silverman, Esq., the chapter 7 trustee (the "**Trustee**") of the bankruptcy estate of Dorothy Palmer (the "**Debtor**"), to sell the Debtor's estate's rights, title and interest in and to the stock and interest, along with the appurtenant proprietary lease, in the cooperative apartment known as and located at 832 Broadway, Apt. No. 3, New York, New York 10003 (collectively, the "**Property**") to Jonathan Chetrit (the "**Buyer**") for \$4,575,000 plus a four percent (4%) buyer's premium in the amount of \$183,000 (the "**Buyer's Premium**"), for a total purchase price of \$4,758,000 (plus the 2% flip tax and 1.825% transfer tax) (collectively, the "**Purchase Price**") [Dkt. No. 247]; and the Trustee having received a deposit of the Purchase Price in the sum of \$869,250.00 (the "**Deposit**"); and the closing on the sale of the Property having occurred on August 22, 2017 (the "**Closing**"); and at the Closing, after certain closing adjustments, including a closing adjustment in the amount of \$11,791.94 for payment of outstanding maintenance due by the Debtor, the Trustee having received payment of the balance of the Purchase Price, including the Buyer's Premium, in the sum of \$3,893,750.00; and, after accounting for the Buyer's Premium, the net sale proceeds to the estate totaling the sum of \$4,568,208.06 (the "**Sale Proceeds**"); and JPMorgan Chase Bank, N.A. ("**Chase**") having submitted a payoff (the "**Payoff**") in connection with its secured lien against the Sale Proceeds in the amount of \$3,295,140.93 (the "**Secured Claim**"), a copy of which is annexed hereto as **Exhibit 1**; and the Payoff being valid through and including September 21, 2017; and the Debtor having claimed a

homestead exemption against the Property in the amount of \$150,000 pursuant to NY CPLR § 5206 (the “**Homestead Exemption**”); and the Sale Proceeds being in an amount greater than the sum of the Secured Claim and the Homestead Exemption; and upon all prior hearings held before this Court in connection with the Trustee’s administration of the Property, the transcripts of which are incorporated by reference herein; and it appearing to be in the best interest of the Debtor’s estate to grant the relief set forth herein; and the Office of the United States Trustee for Region 2 having no objections to the relief set forth herein; and sufficient cause having been shown; and additional notice neither being necessary nor required; and after due deliberation and sufficient cause having been shown, it is hereby

ORDERED, that upon the entry of this Order, the Trustee is authorized and directed to pay to Chase the amount of the Secured Claim; and it is further

ORDERED, that upon the entry of this Order, the Trustee is authorized and directed to pay to the Debtor the amount of the Homestead Exemption; and it is further

ORDERED, that the balance of the Sale Proceeds (less payment of the Secured Claim and the Homestead Exemption) shall be held by the Trustee pending further order of this Court; and it is further

ORDERED, that this Court retains exclusive jurisdiction to interpret and enforce this Order and any of the transactions contemplated by herein, and it is further

ORDERED, that the Trustee be, and hereby is, authorized to do such things, execute such documents and expend such funds as may be necessary to effectuate the terms and conditions of this Order.

Dated: New York, New York
August 25th, 2017

/s/ STUART M. BERNSTEIN
Honorable Stuart M. Bernstein
United States Bankruptcy Court Judge

Dated: New York, New York
August 24, 2017

NO OBJECTION:

s/ Andy Velez-Rivera
Office of the United States Trustee

Chase
P.O. Box 183222
Columbus, OH 43218-3222



Payoff
quote generated
14:24:14

Wednesday, August 23, 2017

DOROTHY PALMER
832 BROADWAY APT 3
NEW YORK, NY 10003-4814

Here's your payoff quote

Account:

Property Address:

832 BROADWAY 3 3
NEW YORK, NY 10003-0000

Dear Mortgagor(s):

We received your request for a payoff quote for your loan.

The total amount due to pay off this loan is \$3,295,140.93, which is good through 09-21-17. If the requested date falls on a holiday or a non-working day, we'll consider the payment on time if made by 6 p.m. Eastern Time the next business day unless a foreclosure sale is scheduled for an earlier time. Please see the table below for details about the payoff amount:

Your payoff quote		
Unpaid principal balance		\$2,517,295.88
Deferred principal balance		\$0.00
Interest per diem ¹		\$258.63
Interest due from	1/1/11	\$723,909.35
Pro rata MIP/PMI		\$0.00
Escrow advance balance		\$53,616.95
Restricted escrow balance		\$0.00
Buydown subsidy/replacement reserve balance		\$0.00
HUD subsidy balance		\$0.00
CR life / original fee rebate		\$0.00
Prepayment penalty		\$0.00
Late charges		\$0.00
Monthly late charge amount	\$304.17	
Insufficient funds (NSF)		\$0.00
Other fees ²		\$0.00
Recording fee		\$0.00
Demand fee		\$0.00
Suspense		\$0.00
Corporate advances ²		\$0.00
Incurred attorney fees ³		\$318.75
Incurred attorney costs ³		\$0.00
Subtotal	09/21/17	\$3,295,140.93
Estimated attorney fees		\$0.00
Estimated attorney costs		\$0.00
Total Estimated Amounts		\$0.00
Total Payoff Amount Good through	09/21/17	
Total Payoff Amount ⁴		3,295,140.93

¹FHA Loans Only

This statement is in reply to your inquiry/request for payoff figures or offer to tender an amount to pay in full your FHA-insured mortgage, which this company is servicing. **This notice is to advise you of the procedure which will be followed to accomplish a full payoff of your mortgage.**

We will only accept the payoff on the first day of any month during the mortgage term or accept the payment whenever paid with interest paid to the first day of the month following the date payment is received. **Because your loan provides for the collection of interest through the end of the calendar month in which your payoff is received, it is to your advantage to be sure that the payoff reaches us as close to the end of the month as possible, but no later than the first business day of the month.**

²Other fees and corporate advances include amounts, such as property inspections, foreclosure fees and costs, and valuations, that may be charged as part of the terms of your loan documents and/or permitted by applicable law, or that were authorized for services we completed. If you need additional information about any of these amounts, please call us at one of the numbers below.

³Incurred attorney fees and costs include amounts that have been incurred and billed by the attorney or trustee but not yet charged to the account at the time the payoff quote was requested.

⁴This payoff statement shows the total amount you owe. However, some amounts may not have to be paid for the lien to be released. For more information, please call us at 1-800-848-9380, or 1-800-582-0542 for TTY services.

The amounts above are subject to final verification once we receive your payoff. If your loan is not up to date, all default-related activity may continue, and we may continue to charge fees and costs until the loan is paid off. If foreclosure activity has begun on your loan, we may continue this activity and there may be additional foreclosure charges.

Please send your payoff amount using one of these options:

• Wire transfer to:

Account name: JPMorgan Chase Bank, N.A.
Attn: Payoff Processing
Account number: [REDACTED]
Routing number: [REDACTED]

Be sure to include the following information in the wire description:

- Your Chase account number
- The names of all customers listed on the loan
- The property address
- The agent's contact information

You may be charged a fee by the wire transfer provider for this service.

• Mail a check or money order and a copy of this letter to:

Chase
Attn: Payoff Processing
Mail Code OH4-7126*
3415 Vision Drive
Columbus, OH 43219-6009

**For Cooperative Unit or New York Consolidation Extension and Modification Agreements, use Mail Code: OH4-2222.*

If you have questions, please call us at one of the numbers below. We appreciate your business.

Sincerely,

Chase
1-877-838-1882
1-800-582-0542 TTY
www.chase.com

Esta comunicación contiene información importante acerca de la cuenta. Si tiene alguna pregunta o necesita ayuda para traducirla, comuníquese con nosotros llamando al 1-877-838-1882.

Important Information about Your Payoff

1. If you have a closing date scheduled and the date changes, you should contact us to request a new payoff quote as soon as possible.
2. Please send a copy of this letter with your payment. You can use the address or wire transfer instructions above for payment information, or call us at 1-800-548-7912 if you have questions.
3. When we receive your payoff, we'll verify that it matches the payoff quote. If the loan is in default, the fees and costs incurred after the quote was issued may continue to be assessed until the loan is paid off.
4. The payoff amount is subject to our final verification once we receive the payoff funds. Regardless of the "good through" date on this payoff quote, if the loan is in default, we may continue all default-related processes, including but not limited to foreclosure sale, and we may continue to assess all fees and costs incurred after this payoff quote is issued until the loan is paid in full. If you can't pay the amount listed in this letter, please call us at 1-800-848-9380 to discuss the assistance options that may be available. If you're paying off your loan as a result of a natural disaster, please call us at 1-800-848-9136 to see if we can offer you assistance.

5. We reserve the right, except where prohibited, to adjust the payoff amount and refuse any insufficient funds for any reason, including, but not limited to, error in calculation of the Total Payoff Amount, previously dishonored checks or money orders, stop payment of checks or pending automatic mortgage payments or additional payments we made between the date of this payoff quote and the date we received the funds.

6. If you had a prior loan modification that included a Principal Reduction Alternative (PRA), you may be eligible to have your PRA forbearance canceled

We'll reduce the unpaid principal balance of your loan by one-third of the initial PRA forbearance amount (a predetermined amount) if your loan is in good standing on the first, second and third anniversary dates of your trial period. This means if you continue to make your payments on time for three years, we'll cancel the entire PRA forbearance amount.

We'll deduct the unapplied PRA forbearance amount from your payoff balance if the loan is in good standing and you pay off the loan in full:

- Anytime 30 days after the modification effective date,
- After the PRA reporting and payment processes are available, and
- Before the payment of the entire PRA forbearance amount.

Your payoff balance may increase if your payments are late

Your loan can lose good standing if it becomes three full monthly payments past due. The loan can't be restored to good standing even if you pay the past-due payments and bring it up to date. If your loan loses good standing after your payoff request but before we receive the payoff, your actual payoff amount will be higher and you'll need to request a new quote.

7. If your account has been referred to foreclosure: The payoff figures listed above may include items we paid or that were incurred by the foreclosure law firm that are or will be due by the Good Through Date. If applicable, we've included estimated fees and costs that we expect to charge between now and the Good Through Date. These estimated fees and costs show what the amount will be if you pay off your loan by the Good Through Date. We only require you to pay the fees and costs actually incurred by the date we receive your payoff, as permitted by your loan documents or applicable law. If your payoff figure listed above includes any estimated fee or cost or other item and the amount we receive is more than enough to pay off your loan, we'll return any excess to you. However, if we receive less than the actual amount due, we reserve the right to return the payment and continue with the legal process. **Please call us at 1-800-848-9380 within 24 hours of making a payment to confirm the exact amount needed to pay off your mortgage.**

8. All previous checks we may have received for your monthly payments must have cleared for the payoff amount listed in this letter to be valid. Please don't stop payment on any checks you've already mailed to us or cancel automatic mortgage payments before your loan is paid in full. If your loan hasn't been referred to foreclosure, late charges may continue to be assessed if payments aren't made before the late charge assessment date. You can call us at 1-800-548-7912 to determine if there are any late charges.

9. If we receive a payment that isn't enough to pay off the loan, we'll return the payoff funds with a new quote.

10. We only require that you pay the fees and costs actually incurred as of the date of your payment. If the payoff amount above includes any anticipated fees and/or costs and is more than the actual amount due on the date we receive your payment, we'll return any overpayment to you.

11. If your loan has an escrow account, we'll continue to pay your insurance and/or tax payments until we receive the payoff amount. If we make escrow payments on the loan before the good through date listed above, you or your closing agent (if applicable) are responsible to pay any remaining amount needed to pay off the loan in full. If we receive a payment that's less than the amount needed to pay off the loan, we have the right to collect the shortage, or return the payment if the shortage amount isn't paid. We'll refund any remaining escrow balance or overpayment to the account. We won't transfer funds from your escrow account to any other account, unless you're refinancing with us.

12. **Restricted escrow funds:** Restricted escrow funds are made up of insurance claim proceeds that we received for your property. If we are holding any restricted escrow funds related to your loan, these funds may be used to pay off your account in full. If you intend to pay off your account in full with these funds, please sign and return the enclosed Letter of Authorization form. The completed form must be returned to our office before we can use the funds to pay off your account. If you use these funds to pay off your loan, you will not be able to use them to repair your property, and you will be responsible for paying any outstanding contractor invoices. The funds cannot be used to pay down or reduce the amount owed if you do not intend to pay off your account.

13. You understand and agree that if we're asked to return the payoff we've already received and processed due to loan rescission or for any other reason, unless prohibited by law, we reserve the right to charge the title company or lender requesting the return a fee of \$1,000 for the time and costs incurred to reboard the loan onto the servicing system. The return of any payoff funds received is at our discretion.

14. If we receive a payment on or before the Good Through Date, we'll take action to discontinue the pending foreclosure activity and the foreclosure action initiated on this property will cease. We encourage you to call us at 1-800-548-7912 before you send your payment to make sure you're sending the exact amount needed to pay off your loan. After payoff, you may need to sign documents or take other actions to assist with the withdrawal of any foreclosure proceedings. **If a foreclosure sale is scheduled for your property, this letter doesn't extend or change the sale date.**

15. We'll send the lien release to your county recorder's office after we apply the payoff amount to your account. You're not required to call and request a lien release; however, you can request a copy from your county recorder's office 60 to 90 days after payoff. For more information, please call us at 1-866-756-8747 or write to us at:

Chase
Attn: Research Correspondence
780 Kansas Lane, Suite A
Monroe, LA 71203

Important Legal Information

If your account is not in bankruptcy, this communication is an attempt to collect a debt and any information obtained will be used for that purpose.

However, if you are currently in active bankruptcy status or to the extent your original obligation was discharged or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance with non-bankruptcy law and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. Nothing in this letter (including our use of the words "your," "loan," "mortgage," or "account") means that you're required to repay a debt that's been discharged. Any payment you make on the account is voluntary, but we may still have rights under the security instrument, including the right to foreclose on the property.

If you are represented by an attorney, please refer this letter to your attorney and provide us with the attorney's name, address, and telephone number.

If you live in California and are not in bankruptcy: The California Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP (1-877-382-4357) or ftc.gov.

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